

**EXHIBIT 14**

**FILED UNDER SEAL**

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF MINNESOTA  
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4 FAIR ISAAC CORPORATION, )  
5 )  
5 Plaintiff(s), )  
6 )  
6 vs. ) File No. 16-cv-1054 (WME/DTS)  
7 )  
7 FEDERAL INSURANCE )  
COMPANY, )  
8 and ACE AMERICAN )  
INSURANCE COMPANY, )  
9 )  
Defendant(s). )  
10 -----  
11  
12

13 CONFIDENTIAL

14 ATTORNEYS' EYES ONLY

15  
16 DEPOSITION

17 The following is the videotaped deposition of  
18 THOMAS CARRETTA, taken before Julie A. Brooks, Notary  
19 Public, Registered Professional Reporter, pursuant to  
20 Notice of Taking Deposition, at Fredrikson & Byron,  
21 4000 US Bank Plaza, 200 South Sixth Street,  
22 Minneapolis, Minnesota, commencing at 9:09 a.m.,  
23 Tuesday, October 9, 2018.  
24  
25

<p>1 objections. I'm entitled to ask my questions, and my  2 questions are fair.  3 MS. KLIEBENSTEIN: I disagree with that.  4 I think, when you are at trial and when you are in a  5 deposition, you have to fairly and accurately  6 characterize the document. Otherwise, the question --  7 the question isn't a fair question.  8 MS. JANUS: It is a fair question. I'm  9 asking the questions.  10 Go ahead.  11 THE WITNESS: Could you read back the  12 question, please?  13 (Record read as follows:  14 "Question: Right. And so what I'm  15 trying to get at is that's what this second  16 sentence is -- so the first sentence is just  17 talking generally what either party -- that  18 neither party can, without prior written  19 consent, assign or transfer the agreement.  20 The second sentence is a little  21 more specific, right? It is dealing  22 specifically with what takes place when you  23 have one of these business changes that's  24 enumerated in the second sentence. Is that  25 fair?")</p> <p style="text-align: right;">Page 137</p>	<p>1 shall make no expanded use of the Fair Isaac Products  2 as a result of any such event unless and until Fair  3 Isaac provides such written consent, which will not  4 unreasonably be withheld"?  5 <b>A. So I said the thou shall not do. The</b>  6 <b>proper reading of this sentence is there is an</b>  7 <b>assignment; therefore, you cannot do that without our</b>  8 <b>consent. And in the interim, before you have our</b>  9 <b>consent and we take some other action, whether a</b>  10 <b>negotiated response or not, you shall not make expanded</b>  11 <b>use. They're two separate covenants.</b>  12 Q. Okay.  13 <b>A. Because it goes on to say, any attempt</b>  14 <b>to assign or transfer without written consent is</b>  15 <b>void.</b>  16 Q. Okay. So based on your reading of 10.8,  17 in the event of a change of control or a merger, is it  18 your view that consent from FICO is necessary  19 regardless of whether use is expanded?  20 <b>A. Yes.</b>  21 Q. Okay.  22 <b>A. You must have consent.</b>  23 Q. Okay. And so any merger, regardless of  24 the type or the size or the nature of the transaction,  25 requires consent from FICO to transfer the license or</p> <p style="text-align: right;">Page 139</p>
<p>1 THE WITNESS: No, that's not fair.  2 BY MS. JANUS:  3 Q. Okay. Explain to me why not.  4 <b>A. The first sentence is a prohibition thou</b>  5 <b>shall not do. The second sentence is, if any of these</b>  6 <b>events was to occur, it will be deemed an assignment;</b>  7 <b>and therefore, thou shall not do without consent.</b>  8 Q. Okay. But what thou shall not do, as  9 you say, is in the second -- or the third clause of the  10 second sentence, right? "And Client shall make no  11 expanded use of the Fair Isaac Products as a result of  12 any such event unless and until Fair Isaac provides  13 such written consent, which will not be unreasonably  14 withheld."  15 <b>A. Is there a question?</b>  16 Q. Yeah. That was my question.  17 <b>A. I don't think that was a question. You</b>  18 <b>want to rephrase it for me, please? I didn't get asked</b>  19 <b>a question by you.</b>  20 Q. The -- you said that the second sentence  21 is -- in one of these situations it is an assignment  22 and thou shall not do.  23 What I'm saying is, okay, but is it,  24 then, the thou shall not do is in that last or third  25 clause of the second sentence, which says, "and client</p> <p style="text-align: right;">Page 138</p>	<p>1 to continue to use the license, I should say?  2 MS. KLIEBENSTEIN: I'm going to object  3 to that as calling for speculation.  4 BY MS. JANUS:  5 Q. Go ahead.  6 <b>A. My view is that each party is prohibited</b>  7 <b>from making assignment or transfer without prior</b>  8 <b>written consent. Therefore, if you do engage in one of</b>  9 <b>the enumerated list of items in here, then you are in</b>  10 <b>violation of the license, because you failed to get the</b>  11 <b>consent or written consent.</b>  12 <b>Separately, it then says and client</b>  13 <b>shall not make expanded use of the products as a result</b>  14 <b>of any such event unless and until Fair Isaac provides</b>  15 <b>such written consent, which will not be unreasonably</b>  16 <b>withheld.</b>  17 <b>So both here and in the prior section I</b>  18 <b>referenced, there can't be a transfer or assignment, a</b>  19 <b>legal transfer or assignment, without the prior written</b>  20 <b>consent. There just can't be, because that's what the</b>  21 <b>parties said here.</b>  22 Q. So how is it, then, that the second  23 sentence specifically makes reference to "expanded use  24 of the Fair Isaac Products as a result of any such  25 event unless and until Fair Isaac provides such written</p> <p style="text-align: right;">Page 140</p>

<p>1 consent, which will not be unreasonably withheld," and</p> <p>2 the first sentence does not relate in any way to</p> <p>3 expanded use, correct?</p> <p>4 <b>A. The first sentence is an absolute</b></p> <p>5 <b>prohibition. So when you step on the land mine, you</b></p> <p>6 <b>step on the land mine.</b></p> <p>7 <b>But the second one is, a lot of clients</b></p> <p>8 <b>in that situation may say, wait a minute, I don't want</b></p> <p>9 <b>to follow these rules, and they go off and do</b></p> <p>10 <b>something. So we add this additional covenant that</b></p> <p>11 <b>says you won't make expanded use of it.</b></p> <p>12 Q. Okay.</p> <p>13 <b>A. That's because of the right to cure.</b></p> <p>14 Q. Okay. So is it a fair reading of this</p> <p>15 section, Section 10.8, that in the event of a merger or</p> <p>16 change of control, so long as there's no expanded use,</p> <p>17 then consent is not required?</p> <p>18 <b>A. No, that's completely wrong.</b></p> <p>19 Q. No. Okay.</p> <p>20 <b>A. You've ignored the first sentence.</b></p> <p>21 <b>You've ignored the first part of the second sentence.</b></p> <p>22 <b>You've ignored the third section, and you've ignored</b></p> <p>23 <b>3.1. That is a completely wrong reading.</b></p> <p>24 Q. What is the point of having the expanded</p> <p>25 use language in the second sentence if the first</p> <p style="text-align: right;">Page 141</p>	<p>1 <b>A. I'm referring to Section 10.8.</b></p> <p>2 Q. Oh, I thought you were talking about</p> <p>3 Section 9.2, (a) and (c).</p> <p>4 <b>A. 9.2 is termination and rights of the</b></p> <p>5 <b>parties relative to the event of a termination.</b></p> <p>6 Q. What does that have to do with 10.8?</p> <p>7 <b>A. Not obtaining consent is a terminable</b></p> <p>8 <b>right. It's a breach of the agreement.</b></p> <p>9 Q. Okay.</p> <p>10 <b>A. So by the time that you discover the</b></p> <p>11 <b>breach and then give notice of what your intent is,</b></p> <p>12 <b>there's a period where the client may still be</b></p> <p>13 <b>misunderstanding what's going on. Therefore, you don't</b></p> <p>14 <b>want them to make any expanded use of it. In other</b></p> <p>15 <b>words, they have to preserve the status quo. If they</b></p> <p>16 <b>choose not to preserve it, that's an independent</b></p> <p>17 <b>breach.</b></p> <p>18 Q. Where is that in the language of 10.8?</p> <p>19 <b>A. I'll say it again. "Neither party</b></p> <p>20 <b>shall, without the prior written consent of the other</b></p> <p>21 <b>party, assign or transfer this Agreement or any part</b></p> <p>22 <b>thereof."</b></p> <p>23 <b>The second sentence says, "In the</b></p> <p>24 <b>event" --</b></p> <p>25 Q. No. You don't need to read the second</p> <p style="text-align: right;">Page 143</p>
<p>1 sentence is an outright prohibition of transfer without</p> <p>2 written consent?</p> <p>3 <b>A. Because the parties had also agreed that</b></p> <p>4 <b>a violation of the license provides that Fair Isaac, or</b></p> <p>5 <b>the party that's not in violation, has the right to</b></p> <p>6 <b>terminate. In the interim, you want to preserve the</b></p> <p>7 <b>status quo.</b></p> <p>8 Q. What were you looking at there?</p> <p>9 <b>A. Section 9.2.</b></p> <p>10 Q. Okay. Which subdivision?</p> <p>11 <b>A. Both (a) and (c).</b></p> <p>12 Q. And what does that have to do with the</p> <p>13 expanded use provision?</p> <p>14 <b>A. Well, again, you have to first look at</b></p> <p>15 <b>the prohibition against an assignment or transfer. And</b></p> <p>16 <b>then secondarily, when you provide notice to a client</b></p> <p>17 <b>that you're in violation of the license agreement, you</b></p> <p>18 <b>want to preserve the status quo. So don't make</b></p> <p>19 <b>additional use of it or expanded use of it. It is a</b></p> <p>20 <b>separate covenant.</b></p> <p>21 Q. Where is that, what you are talking</p> <p>22 about?</p> <p>23 <b>A. Where is what?</b></p> <p>24 Q. What you just said. We're talking about</p> <p>25 a contract. What are you referring to?</p> <p style="text-align: right;">Page 142</p>	<p>1 sentence. But I'm asking you, where is it that -- you</p> <p>2 just testified about --</p> <p>3 <b>A. I'm not going to answer this question.</b></p> <p>4 <b>I want to finish my first answer. I'd appreciate if</b></p> <p>5 <b>you don't interrupt me.</b></p> <p>6 Q. Okay.</p> <p>7 <b>A. So I said, then the second sentence</b></p> <p>8 <b>says, in the event of any of these enumerated, it is</b></p> <p>9 <b>deemed to be an assignment subject to this section,</b></p> <p>10 <b>meaning that you have to get consent. Until then,</b></p> <p>11 <b>you'll make no expanded use of the products.</b></p> <p>12 Q. Until when?</p> <p>13 <b>A. Until you obtain consent. It says,</b></p> <p>14 <b>"until Fair Isaac provides such written consent."</b></p> <p>15 Q. "Which will not be unreasonably</p> <p>16 withheld."</p> <p>17 <b>A. Right.</b></p> <p>18 Q. So you can use the product after the</p> <p>19 merger until you get -- your reading of the second</p> <p>20 sentence is, okay, if you have a merger or change in</p> <p>21 control, you can use the product without consent --</p> <p>22 <b>A. That is not what I said.</b></p> <p>23 Q. -- so long as --</p> <p>24 <b>A. I'm sorry. I interrupted you. Please</b></p> <p>25 <b>go ahead.</b></p> <p style="text-align: right;">Page 144</p>